

EXHIBIT B

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Thomas P. Sarb (admitted *pro hac vice*)
Robert Wolford (admitted *pro hac vice*)
Miller Johnson
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Phone: (616) 831-1748
sarbt@millerjohnson.com

Attorneys for the TFPC Investors

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

-----X
In re : Case No.: 12-12020 (MG)
: :
: Chapter 11
RESIDENTIAL CAPITAL, LLC, et al., :
: :
: Jointly Administered
Debtors. :
-----X

**DECLARATION OF CLIENTS OF TALCOTT FRANKLIN P.C., CARTER LEDYARD
AND MILBURN LLP, AND MILLER, JOHNSON, SNELL & CUMMISKEY, P.L.C.**

In connection with the above-captioned chapter 11 cases (the "Chapter 11 Cases")
commenced by the Debtors on May 14, 2012, and in support of the Talcott Franklin Investor

Franklin P.C. subsequently joined. My company is one of the Talcott Franklin P.C. clients that entered this Settlement Agreement.

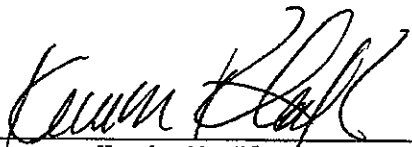
5. I understand that Talcott Franklin P.C. has twice been required to prepare multiple lawsuits against AFI to help leverage a settlement in this action: once before the Bankruptcy when negotiations appeared to have stalled and once after the bankruptcy when AFI appeared to be withdrawing from its settlement obligations.

6. TFPC Group Counsel provided us with numerous updates, explanations and analyses regarding our rights to recover damages from Debtors through the bankruptcy. TFPC Group Counsel has hosted dozens of conference calls over the past nearly two years, responded promptly and thoroughly to direct inquiries and questions about the case, and provided to us timely updates and summaries regarding this matter. TFPC Group Counsel on our behalf reviewed and analyzed significant numbers of filings, attended significant numbers of negotiating sessions and hearings, reviewed countless drafts of proposed agreements, and summarized those filings, events, and agreements in an understandable and thorough manner.

7. On our behalf, and at our direction, TFPC Group Counsel entered into an RMBS Settlement Agreement and subsequent other agreements with the Debtors and, at every turn, has worked diligently to protect our rights under that agreement.

8. Based on the work that TFPC Group Counsel has performed, I believe that TFPC Group Counsel has more than earned its portion of the Allowed Fee Claim of 5.7% of the total recovery by the RMBS Trusts, and that the fee is reasonable. I understand that the TFPC Group's portion is 17.25% of the Allowed Fee Claim (that is, 17.5% of the 5.7% of the total recovery by the RMBS Trusts). I also understand that TFPC, Carter Ledyard, and Miller, Johnson will share this fee based on the proportional dollar value of their billable hours

Dated: November 7, 2013

By: 
Name: Kevin M. Black
Title: President/CEO
Company: Heartland Bank

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IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

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In re	:	
	:	Chapter 11
RESIDENTIAL CAPITAL, LLC, <u>et al.</u> ,	:	
	:	Jointly Administered
Debtors.	:	
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commenced by the Debtors on May 14, 2012, and in support of the Talcott Franklin Investor

Group Statement in Support of, and in Response to Objections to, Joint Chapter 11 Plan Proposed by Residential Capital, LLC, *et. al.* and the Official Committee of Unsecured Creditors, the undersigned, a duly authorized representative of a client represented in this matter by Talcott Franklin P.C. ("TFPC"), Carter Ledyard and Milburn LLP ("Carter Ledyard"), and Miller, Johnson, Snell & Cummiskey, P.L.C. ("Miller Johnson"), hereby declares, under penalty of perjury, that:

1. My name, title, and company for whom I am an authorized representative are attached to this Declaration under my signature.

2. My company (i) directly or indirectly owns, or (ii) manages for others, Certificates in RMBS Trusts sponsored, issued, and/or sold by certain of the Debtors, which Trusts hold loans originated, sold, and/or serviced by certain of the Debtors.

3. I believe the Debtors violated the representations and warranties they made to the RMBS Trusts, and that Debtors' failure to repurchase loans that were in breach of those representations and warranties harmed my company's (or my company's investors') interests in the Certificates.

4. My company engaged Talcott Franklin P.C., Carter, Ledyard and Milburn LLP and Miller, Johnson, Snell & Cummiskey, P.L.C. (collectively the "TFPC Group Counsel") to represent it in connection with the above-captioned Bankruptcy involving the Debtors. Prior to the Bankruptcy, my company and/or some of the other clients engaged Talcott Franklin P.C. to attempt to recover from certain of the Debtors and Ally Financial, Inc. ("AFI") for losses sustained on the Certificates. That representation led to the entry of the original Settlement Agreement entered into by certain clients of Talcott Franklin P.C., which other clients of Talcott

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Dated: November 7, 2013

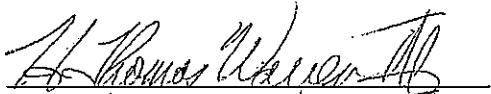
By:


Name: Keith Peterson
Title: Chief Financial Officer
Company: Summit Credit Union

Dated: November 7, 2013

By: Brian L. Schroeder
Name: Brian L. Schroeder
Title: President/CEO
Company: First Farmers State Bank

Dated: November 7, 2013

By: 
Name: *H. Thomas Warren III*
Title: *Chief Financial Officer*
Company: *Pinckney Bank of South Carolina*

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Attorneys for the TFPC Investors

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

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In re	: Case No.: 12-12020 (MG)
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RESIDENTIAL CAPITAL, LLC, <u>et al.</u> ,	: Chapter 11
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Debtors.	: Jointly Administered
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Group Statement in Support of, and in Response to Objections to, Joint Chapter 11 Plan Proposed by Residential Capital, LLC, *et. al.* and the Official Committee of Unsecured Creditors, the undersigned, a duly authorized representative of a client represented in this matter by Talcott Franklin P.C. ("TFPC"), Carter Ledyard and Milburn LLP ("Carter Ledyard"), and Miller, Johnson, Snell & Cummiskey, P.L.C. ("Miller Johnson"), hereby declares, under penalty of perjury, that:

1. My name, title, and company for whom I am an authorized representative are attached to this Declaration under my signature.

2. My company (i) directly or indirectly owns, or (ii) manages for others, Certificates in RMBS Trusts sponsored, issued, and/or sold by certain of the Debtors, which Trusts hold loans originated, sold, and/or serviced by certain of the Debtors.

3. I believe the Debtors violated the representations and warranties they made to the RMBS Trusts, and that Debtors' failure to repurchase loans that were in breach of those representations and warranties harmed my company's (or my company's investors') interests in the Certificates.

4. My company engaged Talcott Franklin P.C., Carter, Ledyard and Milburn LLP and Miller, Johnson, Snell & Cummiskey, P.L.C. (collectively the "TFPC Group Counsel") to represent it in connection with the above-captioned Bankruptcy involving the Debtors. Prior to the Bankruptcy, my company and/or some of the other clients engaged Talcott Franklin P.C. to attempt to recover from certain of the Debtors and Ally Financial, Inc. ("AFI") for losses sustained on the Certificates. That representation led to the entry of the original Settlement Agreement entered into by certain clients of Talcott Franklin P.C., which other clients of Talcott

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Dated: November 7, 2013

By: 
Name: Sean Williams
Title: President
Company: First National Bank

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Attorneys for the TFPC Investors

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

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	:	Case No.: 12-12020 (MG)
In re	:	
	:	Chapter 11
RESIDENTIAL CAPITAL, LLC, <u>et al.</u> ,	:	
	:	Jointly Administered
Debtors.	:	
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Group Statement in Support of, and in Response to Objections to, Joint Chapter 11 Plan Proposed by Residential Capital, LLC, *et. al.* and the Official Committee of Unsecured Creditors, the undersigned, a duly authorized representative of a client represented in this matter by Talcott Franklin P.C. ("TFPC"), Carter Ledyard and Milburn LLP ("Carter Ledyard"), and Miller, Johnson, Snell & Cummiskey, P.L.C. ("Miller Johnson"), hereby declares, under penalty of perjury, that:

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Dated: November 7, 2013

By: Charles E. Maurer, Jr.
Name: Charles E. Maurer, Jr.
Title: Supreme Secretary
Company: Knights of Columbus

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Attorneys for the TFPC Investors

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

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	:	Case No.: 12-12020 (MG)
In re	:	
	:	Chapter 11
RESIDENTIAL CAPITAL, LLC, <u>et al.</u> ,	:	
	:	Jointly Administered
Debtors.	:	
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**DECLARATION OF CLIENTS OF TALCOTT FRANKLIN P.C., CARTER LEDYARD
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Dated: November 7, 2013

By: Mark R. Hollar
Name: MARK R HOLLAR
Title: C.F.O.
Company: FARMERS AND MERCHANTS TRUST COMPANY

Talcott J. Franklin (admitted *pro hac vice*)
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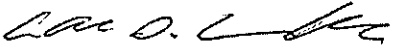
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8. Based on the work that TFPC Group Counsel has performed, I believe that TFPC Group Counsel has more than earned its portion of the Allowed Fee Claim of 5.7% of the total recovery by the RMBS Trusts, and that the fee is reasonable. I understand that the TFPC Group's portion is 17.25% of the Allowed Fee Claim (that is, 17.5% of the 5.7% of the total recovery by the RMBS Trusts). I also understand that TFPC, Carter Ledyard, and Miller, Johnson will share this fee based on the proportional dollar value of their billable hours

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9. I believe that the efforts of TFPC counsel throughout their representation of my company's interests, including their contributions to the RMBS Settlement, their coordination of strategy with the RMBS Trustees, their participation in the global mediation, and their willingness to pursue our claims against AFI, contributed to the consensual resolution of these case and significantly enhanced the recovery of investors in the RMBS Trusts.

Dated: November 7, 2013

By: 
Name: Charles G. Carcarilla
Title: Manager
Company: Cedar Hill Capital Partners, LLC

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sarbt@millerjohnson.com

Attorneys for the TFPC Investors

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

-----X	:	
In re	:	Case No.: 12-12020 (MG)
	:	
RESIDENTIAL CAPITAL, LLC, <u>et al.</u> ,	:	Chapter 11
	:	
Debtors.	:	Jointly Administered
	:	
-----X	:	

**DECLARATION OF CLIENTS OF TALCOTT FRANKLIN P.C., CARTER LEDYARD
AND MILBURN LLP, AND MILLER, JOHNSON, SNELL & CUMMISKEY, P.L.C.**

In connection with the above-captioned chapter 11 cases (the "Chapter 11 Cases")
commenced by the Debtors on May 14, 2012, and in support of the Talcott Franklin Investor

Group Statement in Support of, and in Response to Objections to, Joint Chapter 11 Plan Proposed by Residential Capital, LLC, *et. al.* and the Official Committee of Unsecured Creditors, the undersigned, a duly authorized representative of a client represented in this matter by Talcott Franklin P.C. ("TFPC"), Carter Ledyard and Milburn LLP ("Carter Ledyard"), and Miller, Johnson, Snell & Cummiskey, P.L.C. ("Miller Johnson"), hereby declares, under penalty of perjury, that:

1. My name, title, and company for whom I am an authorized representative are attached to this Declaration under my signature.

2. My company (i) directly or indirectly owns, or (ii) manages for others, Certificates in RMBS Trusts sponsored, issued, and/or sold by certain of the Debtors, which Trusts hold loans originated, sold, and/or serviced by certain of the Debtors.

3. I believe the Debtors violated the representations and warranties they made to the RMBS Trusts, and that Debtors' failure to repurchase loans that were in breach of those representations and warranties harmed my company's (or my company's investors') interests in the Certificates.

4. My company engaged Talcott Franklin P.C., Carter, Ledyard and Milburn LLP and Miller, Johnson, Snell & Cummiskey, P.L.C. (collectively the "TFPC Group Counsel") to represent it in connection with the above-captioned Bankruptcy involving the Debtors. Prior to the Bankruptcy, my company and/or some of the other clients engaged Talcott Franklin P.C. to attempt to recover from certain of the Debtors and Ally Financial, Inc. ("AFI") for losses sustained on the Certificates. That representation led to the entry of the original Settlement Agreement entered into by certain clients of Talcott Franklin P.C., which other clients of Talcott

Franklin P.C. subsequently joined. My company is one of the Talcott Franklin P.C. clients that entered this Settlement Agreement.

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Dated: November 7, 2013

By:



Name: PAUL THOMPSON
Title: PARTNER
Company: LL FUNDS LLC

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Phone: (616) 831-1748
sarb@milljohnson.com

Attorneys for the TFPC Investors

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

	-----X	
	:	Case No.: 12-12020 (MG)
In re	:	
	:	Chapter 11
RESIDENTIAL CAPITAL, LLC, <u>et al.</u> ,	:	
	:	Jointly Administered
Debtors.	:	
	-----X	

**DECLARATION OF CLIENTS OF TALCOTT FRANKLIN P.C., CARTER LEDYARD
AND MILBURN LLP, AND MILLER, JOHNSON, SNELL & CUMMISKEY, P.L.C.**

In connection with the above-captioned chapter 11 cases (the "Chapter 11 Cases")
commenced by the Debtors on May 14, 2012, and in support of the Talcott Franklin Investor

Group Statement in Support of, and in Response to Objections to, Joint Chapter 11 Plan Proposed by Residential Capital, LLC, *et. al.* and the Official Committee of Unsecured Creditors, the undersigned, a duly authorized representative of a client represented in this matter by Talcott Franklin P.C. ("TFPC"), Carter Ledyard and Milburn LLP ("Carter Ledyard"), and Miller, Johnson, Snell & Cummiskey, P.L.C. ("Miller Johnson"), hereby declares, under penalty of perjury, that:

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Dated: November 7, 2013

By: 
Name: Rick L. Reed
Title: Executive VP & COO
Company: First National Bank & Trust Co of Rockville, IL

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sarbt@millerjohnson.com

Attorneys for the TFPC Investors

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

-----X
In re : Case No.: 12-12020 (MG)
: :
: Chapter 11
RESIDENTIAL CAPITAL, LLC, et al., :
: Jointly Administered
Debtors. :
-----X

**DECLARATION OF CLIENTS OF TALCOTT FRANKLIN P.C., CARTER LEDYARD
AND MILBURN LLP, AND MILLER, JOHNSON, SNELL & CUMMISKEY, P.L.C.**

In connection with the above-captioned chapter 11 cases (the "Chapter 11 Cases")
commenced by the Debtors on May 14, 2012, and in support of the Talcott Franklin Investor

Group Statement in Support of, and in Response to Objections to, Joint Chapter 11 Plan Proposed by Residential Capital, LLC, *et. al.* and the Official Committee of Unsecured Creditors, the undersigned, a duly authorized representative of a client represented in this matter by Talcott Franklin P.C. ("TFPC"), Carter Ledyard and Milburn LLP ("Carter Ledyard"), and Miller, Johnson, Snell & Cummiskey, P.L.C. ("Miller Johnson"), hereby declares, under penalty of perjury, that:

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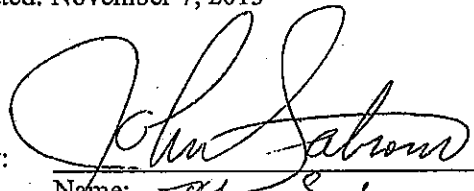
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Dated: November 7, 2013

By: _____



Name:

Title:

Company:

John Satrom

Pres/CEO

Northwestern Bank

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sarbt@millerjohnson.com

Attorneys for the TFPC Investors

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

-----x	
In re	: Case No.: 12-12020 (MG)
	: :
RESIDENTIAL CAPITAL, LLC, <u>et al.</u> ,	: Chapter 11
	: :
Debtors.	: Jointly Administered
	: :
-----x	

**DECLARATION OF CLIENTS OF TALCOTT FRANKLIN P.C., CARTER LEDYARD
AND MILBURN LLP, AND MILLER, JOHNSON, SNELL & CUMMISKEY, P.L.C.**

In connection with the above-captioned chapter 11 cases (the "Chapter 11 Cases")
commenced by the Debtors on May 14, 2012, and in support of the Talcott Franklin Investor

Group Statement in Support of, and in Response to Objections to, Joint Chapter 11 Plan Proposed by Residential Capital, LLC, *et. al.* and the Official Committee of Unsecured Creditors, the undersigned, a duly authorized representative of a client represented in this matter by Talcott Franklin P.C. ("TFPC"), Carter Ledyard and Milburn LLP ("Carter Ledyard"), and Miller, Johnson, Snell & Cummiskey, P.L.C. ("Miller Johnson"), hereby declares, under penalty of perjury, that:

1. My name, title, and company for whom I am an authorized representative are attached to this Declaration under my signature.

2. My company (i) directly or indirectly owns, or (ii) manages for others, Certificates in RMBS Trusts sponsored, issued, and/or sold by certain of the Debtors, which Trusts hold loans originated, sold, and/or serviced by certain of the Debtors.

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Dated: November 7, 2013

By: James G. Williamson, Jr.
Name: JAMES G. WILLIAMSON, JR.
Title: CHAIRMAN
Company: CITIZENS BANK & TRUST CO.

Talcott J. Franklin (admitted *pro hac vice*)
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Attorneys for the TFPC Investors

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

-----X	
In re	: Case No.: 12-12020 (MG)
	: :
RESIDENTIAL CAPITAL, LLC, <u>et al.</u> ,	: Chapter 11
	: :
Debtors.	: Jointly Administered
	: :
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**DECLARATION OF CLIENTS OF TALCOTT FRANKLIN P.C., CARTER LEDYARD
AND MILBURN LLP, AND MILLER, JOHNSON, SNELL & CUMMISKEY, P.L.C.**

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commenced by the Debtors on May 14, 2012, and in support of the Talcott Franklin Investor

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Dated: November 7, 2013

By:



Name: BRET S. DERMAN

Title: SENIOR VICE PRESIDENT & DEPUTY GENERAL COUNSEL

Company: RADIAN ASSET ASSURANCE INC.

Talcott J. Franklin (admitted *pro hac vice*)
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Thomas P. Sarb (admitted *pro hac vice*)
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Phone: (616) 831-1748
sarbt@millerjohnson.com

Attorneys for the TFPC Investors

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

-----X	
In re	: Case No.: 12-12020 (MG)
	:
RESIDENTIAL CAPITAL, LLC, <u>et al.</u> ,	: Chapter 11
	:
Debtors.	: Jointly Administered
	:
-----X	

**DECLARATION OF CLIENTS OF TALCOTT FRANKLIN P.C., CARTER LEDYARD
AND MILBURN LLP, AND MILLER, JOHNSON, SNELL & CUMMISKEY, P.L.C.**

In connection with the above-captioned chapter 11 cases (the "Chapter 11 Cases")
commenced by the Debtors on May 14, 2012, and in support of the Talcott Franklin Investor

Group Statement in Support of, and in Response to Objections to, Joint Chapter 11 Plan Proposed by Residential Capital, LLC, *et. al.* and the Official Committee of Unsecured Creditors, the undersigned, a duly authorized representative of a client represented in this matter by Talcott Franklin P.C. ("TFPC"), Carter Ledyard and Milburn LLP ("Carter Ledyard"), and Miller, Johnson, Snell & Cummiskey, P.L.C. ("Miller Johnson"), hereby declares, under penalty of perjury, that:

1. My name, title, and company for whom I am an authorized representative are attached to this Declaration under my signature.

2. My company (i) directly or indirectly owns, or (ii) manages for others, Certificates in RMBS Trusts sponsored, issued, and/or sold by certain of the Debtors, which Trusts hold loans originated, sold, and/or serviced by certain of the Debtors.

3. I believe the Debtors violated the representations and warranties they made to the RMBS Trusts, and that Debtors' failure to repurchase loans that were in breach of those representations and warranties harmed my company's (or my company's investors') interests in the Certificates.

4. My company engaged Talcott Franklin P.C., Carter, Ledyard and Milburn LLP and Miller, Johnson, Snell & Cummiskey, P.L.C. (collectively the "TFPC Group Counsel") to represent it in connection with the above-captioned Bankruptcy involving the Debtors. Prior to the Bankruptcy, my company and/or some of the other clients engaged Talcott Franklin P.C. to attempt to recover from certain of the Debtors and Ally Financial, Inc. ("AFI") for losses sustained on the Certificates. That representation led to the entry of the original Settlement Agreement entered into by certain clients of Talcott Franklin P.C., which other clients of Talcott

Franklin P.C. subsequently joined. My company is one of the Talcott Franklin P.C. clients that entered this Settlement Agreement.

5. I understand that Talcott Franklin P.C. has twice been required to prepare multiple lawsuits against AFI to help leverage a settlement in this action: once before the Bankruptcy when negotiations appeared to have stalled and once after the bankruptcy when AFI appeared to be withdrawing from its settlement obligations.

6. TFPC Group Counsel provided us with numerous updates, explanations and analyses regarding our rights to recover damages from Debtors through the bankruptcy. TFPC Group Counsel has hosted dozens of conference calls over the past nearly two years, responded promptly and thoroughly to direct inquiries and questions about the case, and provided to us timely updates and summaries regarding this matter. TFPC Group Counsel on our behalf reviewed and analyzed significant numbers of filings, attended significant numbers of negotiating sessions and hearings, reviewed countless drafts of proposed agreements, and summarized those filings, events, and agreements in an understandable and thorough manner.

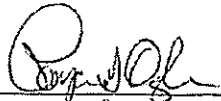
7. On our behalf, and at our direction, TFPC Group Counsel entered into an RMBS Settlement Agreement and subsequent other agreements with the Debtors and, at every turn, has worked diligently to protect our rights under that agreement.

8. Based on the work that TFPC Group Counsel has performed, I believe that TFPC Group Counsel has more than earned its portion of the Allowed Fee Claim of 5.7% of the total recovery by the RMBS Trusts, and that the fee is reasonable. I understand that the TFPC Group's portion is 17.25% of the Allowed Fee Claim (that is, 17.5% of the 5.7% of the total recovery by the RMBS Trusts). I also understand that TFPC, Carter Ledyard, and Miller, Johnson will share this fee based on the proportional dollar value of their billable hours

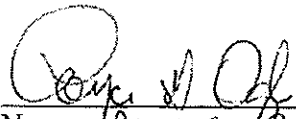
expended in this case, and I have no objection to this arrangement as I understand it does not in any way affect the total amount of the fee owed, and only affects the way that fee is allocated between those three law firms. I also understand that the Allowed Fee Claim will be paid directly to the TFPC Group Counsel from the RMBS Settlement and will not be paid by my company directly, and that I owe the TFPC Group Counsel no additional fees for this matter.

9. I believe that the efforts of TFPC counsel throughout their representation of my company's interests, including their contributions to the RMBS Settlement, their coordination of strategy with the RMBS Trustees, their participation in the global mediation, and their willingness to pursue our claims against AFI, contributed to the consensual resolution of these case and significantly enhanced the recovery of investors in the RMBS Trusts.

Dated: November 7, 2013

By: 
Name: Royce A. Ogilvie
Title: Chairman
Company: First Bank

Dated: November 7, 2013

By: 
Name: Royce A. Kyle
Title: President
Company: Peoples Independent Bank

Talcott J. Franklin (admitted *pro hac vice*)

Talcott Franklin P.C.

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Attorneys for the TFPC Investors

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

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In re : Case No.: 12-12020 (MG)
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: Chapter 11
RESIDENTIAL CAPITAL, LLC, et al., :
: Jointly Administered
Debtors. :
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AND MILBURN LLP, AND MILLER, JOHNSON, SNELL & CUMMISKEY, P.L.C.**

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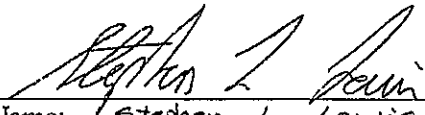
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Dated: November 7, 2013

By: 
Name: Stephen L. Lewis
Title: CEO/President
Company: Thomasbn Savings Bank

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Attorneys for the TFPC Investors

IN THE UNITED STATES BANKRUPTCY COURT
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	:	Case No.: 12-12020 (MG)
In re	:	
	:	Chapter 11
RESIDENTIAL CAPITAL, LLC, <u>et al.</u> ,	:	
	:	Jointly Administered
Debtors.	:	
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Dated: November 7, 2013

By: 
Name: Ken Blacker
Title: Partner
Company: Vertical Capital, LLC

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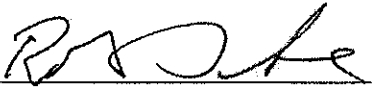
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Dated: November 7, 2013

By: 
Name: Robert M. Damante
Title: EVP and CFO
Company: SBLI USA Mutual Life Insurance Company, Inc.